

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Franklin C. Adams #85351 BEST BEST & KRIEGER, LLP 3750 University Avenue, #400 P.O. Box 1028 Riverside, CA 92502-1028 (909) 686-1450 (909) 686-3083	FOR COURT USE ONLY FILED 04 MAY 26 AM 11:26 CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	CASE NO.: 7 RS02-27587MG
In re: KENETH R. CATERO aka KENNETH R. CATERO aka KENNETH CATERO and SHIRLEY J. CATERO aka SHIRLEY CATERO Debtor(s).	

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: June 24, 2004	Time: 11:00 a.m.
Location: #301, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: ☒ Public: ☐ Private: Last date to file objections: June 10, 2004

Description of Property to be Sold: residential real property located at 828 Oakmont Lane, Lake Arrowhead, San Bernardino County, California (APN 033209137), legally described as follows: Lot 196, Tract No. 2084, as per plat recorded in Book 30 of Maps, Pages 40 to 44, inclusive, records of said County. Purchase of property also includes shares of water company stock for property.

Terms and Conditions of Sale: See attached.

Proposed Sale Price: \$155,000.00

Overbid Procedure (If Any): See attached.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Courtroom #301, 3420 Twelfth Street, Riverside, California on June 24, 2004 at 11:00 a.m.

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

Franklin C. Adams
BEST BEST & KRIEGER, LLP
3750 University Avenue, #400
Riverside, CA 92501
909-686-1450; 909-686-3083 (fax); franklin.adams@bbklaw.com

Date: 5-26-04

In Re:
KENETH R. CATERO

CASE NUMBER:
RS02-27587MG

ATTACHMENT TO NOTICE OF SALE OF ESTATE PROPERTY

Terms and Conditions of Sale: The Property is to be sold "as is" and "where is" without representations or warranties of any kind, subject to terms and conditions of the Residential Purchase Agreement and Joint Escrow Instructions, the Disclosure Regarding Real Estate Agency Relationships, Buyer's Inspection Advisory, Supplement to Residential Purchase Agreement, Trees & Drought Conditions, Wood Destroying Pest Inspection and Allocation of Cost Addendum, and the Additional Terms to All Sales/Buyers and any addendums thereto, a copy of each being attached hereto.

Overbid Procedure: The bidding shall begin with Buyer's \$155,000.00 offer, subject to overbid in increments of not less than \$1,000.00. That the Court approve the sale to the highest and best bidder as selected and determined by the Trustee. Each prospective bidder must, prior to participating in the bid, deliver a cashier's check payable to "Robert L. Goodrich, Chapter 7 Trustee" in the sum of \$5,000.00. Each unsuccessful bidder's check will be returned at the close of bidding. The successful bidder's check shall be retained by the Trustee. In the event the successful bidder fails to perform within the prescribed escrow period, the deposit shall be non refundable and immediately forfeit upon such default. Further, the Trustee shall be relieved of any obligation to sell the Property to such defaulting buyer and said forfeiture shall not be construed as liquidated damages but shall be deemed to be the minimum amount of damages suffered by the estate without prejudice to the Trustee's or the bankruptcy estate's right to pursue further damages for any and all breaches by the successful bidder (Buyer). In the event the buyer does perform, the deposit shall be credited to the purchase price.